

ARBITRATION AWARD

dated August 31, 1944

and

VACATION AGREEMENT

**dated September 1, 1944 between certain
Western, Eastern and Southeastern Carriers
and their employees represented by the
Brotherhood of Locomotive Engineers and
the Brotherhood of Railroad Trainmen.**

Brotherhood of Locomotive Engineers)
and)
Brotherhood of Railroad Trainmen)
vs.)
Carriers represented by Western,)
Eastern and Southeastern Carriers')
Conference Committees, hereinafter)
particularly designated.)

National Mediation Board

File A-1766 Arb. 39

A R B I T R A T I O N A W A R D

The undersigned, arbitrators appointed and functioning pursuant to the Railway Labor Act of the United States upon a controversy between the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen on the one side and the Carriers listed by name in Exhibits A, B and C of the Appendix of the Emergency Board's Report to the President of the United States, dated September 25, 1943, made a part of the record herein, and being represented by the Western Carriers' Conference Committee, the Eastern Carriers' Conference Committee and the Southeastern Carriers' Conference Committee (designated for brevity in the caption hereof in lieu of the names of the individual Carriers), such arbitration being pursuant to an agreement entered into by the parties on the 8th day of August, 1944, and relating to the terms and conditions of vacation and pay to be accorded the employees involved, which agreement is set forth in full in the transcript of the record of the proceedings had in this arbitration beginning at Page 9 thereof, do hereby find and make the following award:

AWARD

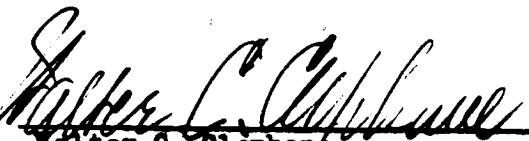
Section 2 of the proposed agreement between the parties covering pay with respect to vacations shall read as follows:

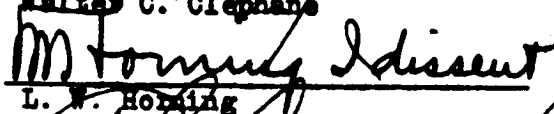
Section 2. Employees qualified under Section 1 hereof shall receive a vacation of seven days per year and shall be paid with respect thereto as follows:

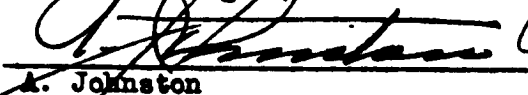
(a) An employee holding a regular assignment (including pool and chain gang service) shall receive an amount equivalent to the pay earned by him during the seven consecutive days ending with the last work performed by him before the date upon which his vacation is scheduled to begin.

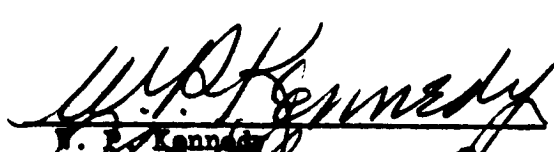
(b) An extra employee will be paid an amount equivalent to his total earnings in the last seven consecutive days immediately preceding the date when he is scheduled to begin his vacation; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

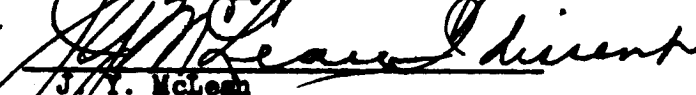
(c) A furloughed man shall be paid an amount equivalent to his earnings for the last seven day period ending with the last day on which he worked; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

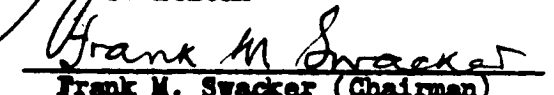

Walter C. Clephane


L. W. Hobbing



A. Johnston

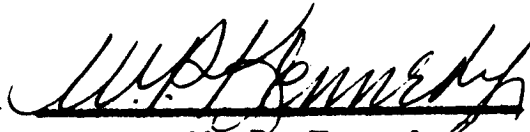

J. P. Kennedy

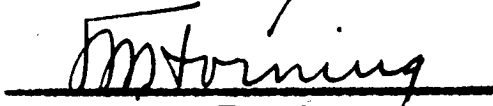

J. T. McLean

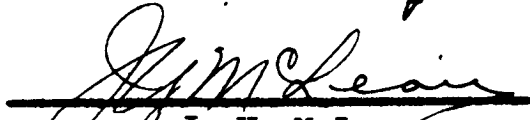

Frank M. Swacker
Frank M. Swacker (Chairman)

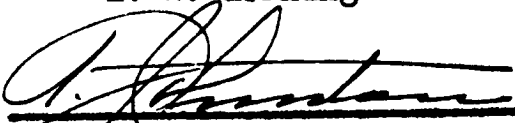
We specifically find and certify that the changes proposed by the foregoing award are consistent with such standards as are now in effect established by or pursuant to law for the purpose of controlling inflationary tendencies.

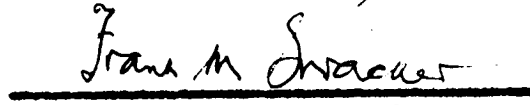

Walter C. Clephane


W. P. Kennedy


L. W. Horning


J. Y. McLean


A. Johnston


Frank M. Swacker,
(Chairman)

Done at Chicago, Illinois
August 31, 1944

CITY OF CHICAGO, STATE OF ILLINOIS, COUNTY OF COOK, SS:

Personally came and appeared before me the above named Walter C. Clephane, L. W. Horning, A. Johnston, W. P. Kennedy, J. Y. McLean, and Frank M. Swacker, to me well known and known to be the parties named as arbitrators in the above-entitled proceedings and duly acknowledged that the foregoing is the award of said Board of Arbitration.

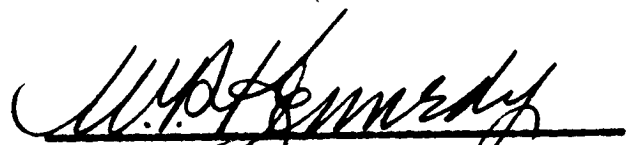
(Signed) M. E. Flynn
Notary Public

My commission expires April 17, 1947.

We hereby certify that the foregoing is a true copy of the award of the Board of Arbitrators hereinabove specified.



Walter C. Clephane



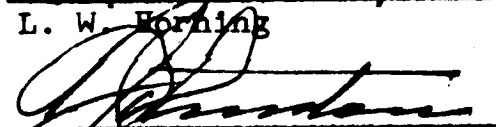
W. P. Kennedy



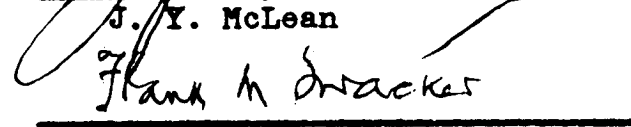
L. W. Horning



J. Y. McLean



A. Johnston



Frank M. Swacker, (Chairman)

VACATION AGREEMENT

This vacation agreement, made this first day of September, 1944, by and between the participating carriers listed in Exhibits "A", "B", and "C", as shown in appendix of the Emergency Board's Report, dated September 25, 1943, and the railroad labor organizations, signatory hereto, acting for the employees shown and described in said exhibits as being represented by them, WITNESSETH:

By an agreement dated at Washington, D. C., on the 29th day of December, 1943, between the participating carriers listed in said exhibits, and the employees represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, accepting an award of the President of the United States, dated December 27, 1943, reading in part as follows:

"After a conference with representatives of the Carriers and the Brotherhoods, and after hearing from the parties to the controversies the statement of the issues upon which they have been unable to reach a decision, it was agreed by the carriers and the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen that the issues should be determined by me in accordance with the law and that they would abide by my decision.

* * * *

"4. Among the issues presented to me was the claim for vacation pay.

"I determine that employes shall be entitled to a vacation of one week a year with pay at the basic hourly rate of employment.

"5. I further determine that the increases in pay above recited shall be paid until proclamation by the President or Declaration by the Congress of the cessation of hostilities; and that the agreement now arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated to seek a change in the agreement which is now made.

"I am advised by the Economic Stabilization Director that the foregoing determinations are in conformity with the national stabilization program."

it was provided:

"The signatory parties, or their representatives, will meet on a date, mutually acceptable to both parties, after January 1, 1944 to negotiate as to certain details of its application.

"If such negotiations do not result in agreement, the matters unsettled will be referred to the President of the United States for determination."

Pursuant to the agreement of the parties that they would negotiate as to certain details of the application of said vacation, the parties hereby agree that said vacation shall be administered in accordance with the provisions hereinafter set forth.

This vacation agreement is supplemental to, and made a part of, said agreement of December 29, 1943, as fully as if therein set forth.

IT IS HEREBY AGREED:

Section 1 (a) - Effective with the calendar year 1944, each employee subject to the scope of schedule agreements held by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

(NOTE: In Dining Car Service - each eight hours paid for shall be considered the equivalent of one basic day.)

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation.

(b) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

Section 2 - Employees qualified under Section 1 hereof shall receive a vacation of seven days per year and shall be paid with respect thereto as follows:

(a) - An employee holding a regular assignment (including pool and chain gang service) shall receive an amount equivalent to the pay earned by him during the seven consecutive days ending with the last work performed by him before the date upon which his vacation is scheduled to begin.

(b) - An extra employee will be paid an amount equivalent to his total earnings in the last seven consecutive days immediately preceding the date when he is scheduled to

begin his vacation; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

(c) - A furloughed man shall be paid an amount equivalent to his earnings for the last seven day period ending with the last day on which he worked; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year and vacation pay allowed accordingly.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - No vacation with pay, or payment in lieu thereof, will be due an employee whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be two members of the Carriers' Conference Committees, signatories hereto, or their successors; and the employee members of which shall be the chief executives of the two organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and its railroad employees represented by the respective organizations, signatory hereto.

Section 12 - This vacation agreement shall continue until Proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities and thereafter, except that this agreement arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated or thereafter to seek a change therein in accordance with the Railway Labor Act, as amended.

Section 13 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier may enter

into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNED AT CHICAGO, ILLINOIS, THIS FIRST DAY OF SEPTEMBER, 1944.

For the participating carriers listed in Exhibit "A":

L. P. Loomis

Chairman

Adrian

J. W. Green

J. M. Leary

For the participating carriers listed in Exhibit "B":

H. A. Enoch

Chairman

M. J. ...

G. J. Ray

J. W. Smith

C. W. Van Horn

For the employees represented by the participating labor organizations:

Brotherhood of Locomotive Engineers

By A. ...
Grand Chief Engineer

Brotherhood of Railroad Trainmen

By A. F. Whitney
President

For the participating carriers
listed in Exhibit "C":

J. D. Parrott
Chairman

L. H. Martin

A. H. Hunter

J. S. Johnson

Frank K. Day Jr

MEMORANDUM

Chicago, Illinois, Sept. 1, 1944

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, and carriers represented by the Western, Eastern and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

Section 1 (a) of said agreement reads as follows:

"Effective with the calendar year 1944, each employee subject to the scope of schedule agreements held by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

"(NOTE: In Dining Car Service - each eight hours paid for shall be considered the equivalent of one basic day.)"

"Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation."

With reference to that portion of the section quoted above reading:

"* * * if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules."

the parties agree that the following interpretations apply to said provision:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.

3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of ten hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of ten hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 11 hours, on duty eight hours within the first ten hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.



Chairman

Western Carriers' Conference Committee



Chairman

Eastern Carriers' Conference Committee



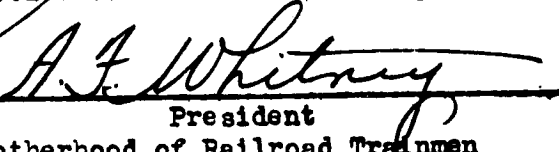
Chairman

Southeastern Carriers' Conference Committee



Grand Chief Engineer

Brotherhood of Locomotive Engineers



President

Brotherhood of Railroad Trainmen